

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FIFTY-SIX HOPE ROAD MUSIC, LTD.

Plaintiff

V.

RAISING CANE'S USA, LLC

Defendant

COMPLAINT & REQUEST FOR INJUNCTIVE RELIEF

(JURY TRIAL DEMANDED)

INTRODUCTION

This is an action under the Lanham Act for Trademark Infringement, Unfair Competition, False Association, Trademark Dilution, and Cancellation of the Defendant's Federally Registered Trademarks and pending applications for trademarks and for Common Law Trademark Infringement and Intentional Interference with Advantageous Business Relations.

PARTIES

1. The Plaintiff, Fifty-Six Hope Road Music, Ltd. (“Hope Road” or the “Plaintiff”), is a corporation existing under the laws of the Commonwealth of Bahamas, having a principal place of business located at Aquamarine House, Cable Beach, Nassau, Bahamas.

2. The Defendant, Raising Cane's USA, LLC ("Raising Cane's" or the "Defendant"), is a limited liability company formed under the laws of the State of Louisiana and having a principal place of business located at 400 Convention Street, Suite 550, Baton Rouge, Louisiana. The Defendant operates locations throughout the

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United States, including a location in the Commonwealth of Massachusetts.

JURISDICTION AND VENUE

3. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1338. The Court also has supplemental jurisdiction over the Plaintiff's state common law claims pursuant to 28 U.S.C. § 1337.

4. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b).

FACTS COMMON TO ALL COUNTS

5. Hope Road is owned and operated by the children and widow of the late legendary reggae performer, Robert Nesta Marley, professionally known as Bob Marley ("Bob Marley").

6. Hope Road is the owner and exclusive licensor of certain rights in the picture, name, photograph, likeness, image, identity, persona, right of publicity, and signature of Bob Marley, and other intellectual property derived from his musical legacy as well as his song and album titles.

7. Specifically, Hope Road is the owner of trademark registrations for BOB MARLEY (Reg. No. 2,349,361) in Classes 3, 6, 9, 14, 16, 18, 21, 24, 25, 26 and 34; BOB MARLEY AND THE WAILERS (Reg. No. 2,820,741) in Classes 9 and 25 (collectively, the “MARLEY Marks”). Hope Road is further the owner of a trademark registration for ONE LOVE (Reg. No. 1,998,491) (see “Exhibit 1”) for Class 25, and has pending applications bearing (Serial No. 77/549,263) to register ONE LOVE in class 41, (Serial No. 77/782,232) to register ONE LOVE in class 43, and (Serial No. 77/233,644) to register ONE LOVE in class 25 (hereinafter collectively, the “MARLEY ONE LOVE

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1 Mark"). (True and accurate copies of TESS summaries of the MARLEY ONE LOVE
2 Mark from the United States Patent and Trademark Office are attached hereto as "Exhibit
3 2" and are incorporated herein by reference).

4 8. The MARLEY Marks and the MARLEY ONE LOVE Mark are affiliated and
5 intertwined, as they comprise a family of marks associated with Bob Marley and his
6 musical legacy.

7 9. The MARLEY Marks and the MARLEY ONE LOVE Mark are often used
8 together, or in conjunction with one and other, with goods, services, and promotional
9 materials.

10 10. The genesis of the MARLEY ONE LOVE Mark is Bob Marley's recording of the
11 song entitled "One Love" in 1965. The song embodies Marley's message to the world of
12 peace and unity; living together as one people.

13 11. The "One Love" song was released by the band Bob Marley and the Wailers in
14 1977 and became one of Bob Marley's most famous songs, appearing on the album
15 Exodus. The song has since been included on numerous musical compilations featuring
16 the works of Bob Marley, including the album Legend, which has sold more than 13.5
17 million albums in the United States alone.

18 12. Since his untimely death, Bob Marley's fame has only grown. Bob Marley was
19 posthumously inducted in the Grammy Hall of Fame in 2007. The British Broadcast
20 Company recognized "One Love" as the song and "Exodus" as the album of the
21 millennium in 2009.

22 13. "One Love" has for many years been licensed by Hope Road to the Jamaican
23 Tourist Board as the official theme song of Jamaican tourism. Hope Road further by its
24
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1 use and actions has parlayed Bob Marley's song "One Love" into a brand of the same
2 name.

3 14. Hope Road has sold clothing bearing the MARLEY ONE LOVE mark since as
4 early as 1991, under a license issued to its authorized licensee Balzout. Immediately
5 following the end of Balzout's license, Hope Road granted a license to Zion Rootswear in
6 1999, and Zion has since 1999 made extensive use of the MARLEY ONE LOVE mark
7 on clothing, hats, visors, stickers, key chains, buttons, pins, bracelets, jewelry, incense,
8 patches, bumper stickers and other general items. The MARLEY ONE LOVE mark has
9 been used alone and in conjunction with other Bob Marley marks.

10 15. Hope Road further has licensed its MARLEY ONE LOVE Mark to another
11 licensee, Lyric Culture, who utilizes the MARLEY ONE LOVE Mark on t-shirts, scarves,
12 blankets, pillows, and necklaces.

13 16. Hope Road also uses the name and design mark "1LOVE" for charitable services
14 throughout the United States and in partnerships with the United Nations Environment
15 Programme, the African Leadership Academy, Playing for Change Foundation, Marley
16 Beverages, Marley Coffee, and The House of Marley.

17 17. Hope Road has also licensed the right to use the identity, persona, song titles, and
18 album titles of Bob Marley, including the MARLEY ONE LOVE mark to restaurants
19 since as early as 1999. Specifically, Hope Road has licensed the MARLEY ONE LOVE
20 mark and Bob Marley marks and Bob Marley's name and likeness to Universal Studios
21 for use in its restaurant titled "Bob Marley, A Tribute to Freedom" since 1999. Universal
22 Studios uses the MARLEY ONE LOVE Mark and other Bob Marley song titles on its
23 menu and in other ways in its restaurant.

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1 18. In 2011, Hope Road was approached by an Alabama company seeking to license
2 the “MARLEY ONE LOVE” Mark from Hope Road in connection with their proposal to
3 open and operate a new restaurant.

4 19. Specifically, the Alabama company proposed to open a restaurant in Orange
5 Beach, Alabama called “Bob Marley’s One Love Café,” which would feature up to
6 15,000 square feet of dining and retail space and have seating for 500 patrons.

7 20. The term and now the MARLEY ONE LOVE mark has been associated with Bob
8 Marley throughout the United States and has acquired secondary meaning and trademark
9 rights.

10 21. Hope Road and its predecessors have sold goods and services utilizing the Bob
11 Marley marks and the MARLEY ONE LOVE Mark for numerous years. These goods
12 and services are recognized by consumers as being associated with Hope Road and Bob
13 Marley.

14 22. Hope Road has garnered and maintains substantial goodwill within the United
15 States in connection with its use of the MARLEY ONE LOVE Mark.

16 23. Through its predecessor and directly, Hope Road has continued, without
17 interruption, to use the Bob Marley marks and the MARLEY ONE LOVE Mark for
18 services, clothing, and other merchandise.

19 24. Upon information and belief, the Defendant operates a chain of restaurants in the
20 United States under the name Raising Cane’s, primarily offering for sale chicken fingers.

21 25. Unbeknown to the Plaintiff, on July 26, 2002 and March 4, 2004 respectively, the
22 Defendant applied for trademark registrations for the marks “Raising Cane’s Chicken
23

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1 Fingers One Love" and "One Love" (hereinafter with the 1LV mark as "CANE's ONE
2 LOVE" marks).

3 26. In addition, on March 13, 2012 the Defendant filed an additional registration for
4 the mark "1LV" for use on stickers, bumper stickers, hats, caps and restaurant services,
5 claiming a date of first use of January 4, 2012. (True and accurate copies of TESS
6 summaries of the CANE's ONE LOVE marks from the United States Patent and
7 Trademark Office are attached hereto as "Exhibit 3" and are incorporated herein by
8 reference).

9 27. The Defendant's applications for trademark registrations for the CANE's ONE
10 LOVE marks state a date of first use of November 2001.

11 28. On November 25, 2003 and December 27, 2005, the Defendant was issued
12 trademark registrations for the marks "Raising Cane's Chicken Fingers One Love" and
13 "One Love." The Defendant's application seeking registration of the mark "1LV" is
14 pending with the USPTO.

15 29. The Defendant is actively using the CANE's ONE LOVE marks on its menu, its
16 website and in advertising materials to promote and sell its chicken fingers and other food
17 products

18 30. The Defendant has never sought or obtained a license or permission from the
19 Plaintiff to utilize or feature the MARLEY ONE LOVE Mark in any fashion.

20 31. The CANE's ONE LOVE marks are similar in sound, appearance, and meaning to
21 Hope Road's MARLEY ONE LOVE mark.

22 32. The CANE's ONE LOVE marks are confusingly similar to Hope Road's
23 MARLEY ONE LOVE mark.

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1 33. The goods and services offered and sold by the Defendant under the CANE's
2 ONE LOVE marks are similar to the goods and services offered and sold by Hope Road
3 and its licensees under the MARLEY ONE LOVE mark.

4 34. The Defendant's goods and services using the CANE's ONE LOVE marks are
5 offered and sold in the same or similar channels of trade and commerce as the goods and
6 services using the MARLEY ONE LOVE mark that are offered and sold by Hope Road
7 and its licensees.

9 35. Hope Road's use of the MARLEY ONE LOVE mark predates the date of first use
10 stated in the Defendant's applications and registrations for the CANE's ONE LOVE
11 marks as Hope Road began to sell clothing bearing the MARLEY ONE LOVE Mark as
12 early as 1991.

14 36. Because of the Defendant's conflicting use of the CANE's ONE LOVE marks and
15 the ongoing disputes between the parties, Hope Road has been impeded in its efforts to
16 license third parties to utilize the MARLEY ONE LOVE mark in connection with goods
17 and services and Hope Road's applications seeking registration of its MARLEY ONE
18 LOVE marks with the USPTO have been denied registration.

20 37. The MARLEY ONE LOVE mark is inherently distinctive and has acquired
21 secondary meaning by extensive, continuous, and substantially exclusive use by Hope
22 Road. The Bob Marley and MARLEY ONE LOVE marks are famous and distinctive
23 within the meaning of the Trademark Dilution Act. The applications and registrations for
24 the CANE's ONE LOVE marks were filed and issued after the MARLEY ONE LOVE
25 mark had already become famous and distinctive and after the MARLEY ONE LOVE
26 Mark was being used commercially by Hope Road.

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1 38. The Defendant's use of the CANE's ONE LOVE marks is causing a likelihood of
2 confusion, mistake or deception as to the source, association, origin, affiliation,
3 endorsement, or sponsorship by Hope Road of the Defendant's goods and services, when
4 there is none.

5 39. The Defendant's use of the CANE's ONE LOVE marks is allowing the Defendant
6 to trade on Hope Road's existing goodwill in its MARLEY ONE LOVE mark.

7 40. The continued use and registration of the CANE's ONE LOVE marks is likely to
8 and will continue to dilute the MARLEY ONE LOVE mark.

9
10 **COUNT I**
11 (Trademark Infringement- 15 U.S.C. § 1114)

12 41. The Plaintiff repeats and re-alleges each and every allegation contained in
13 paragraphs one (1) through forty (40) and incorporates each herein by reference.

14 42. The MARLEY ONE LOVE Mark derives from, and is directly associated with,
15 Bob Marley and his musical legacy.

16 43. The MARLEY ONE LOVE Mark is also directly affiliated with the MARLEY
17 Marks.

18 44. The Plaintiff has used and has continued to use, without interruption, the
19 MARLEY ONE LOVE mark on goods and services in trade and commerce, specifically
20 recordings, clothing, other merchandise, restaurant and for music-related services.

21 45. The Plaintiff has expressly licensed the use of the MARLEY ONE LOVE mark
22 for restaurant services since as early as 1999.

23 46. By virtue of its continued use of the MARLEY ONE LOVE Mark, the Plaintiff
24 has acquired the sole and exclusive right to use said mark on goods, services, and

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1 marketing materials.

2 47. The Plaintiff has garnered and maintains substantial goodwill throughout the
3 United States as a result of its continued and uninterrupted use of the MARLEY ONE
4 LOVE Mark.

5 48. The MARLEY ONE LOVE Mark is inherently distinctive and has acquired
6 secondary meaning by extensive, continuous, and substantially exclusive use by Hope
7 Road.

9 49. The Defendant's trademark applications and registrations for the CANE's ONE
10 LOVE marks stipulate that the Defendant's first use of said marks was not until
11 November 2001.
12

13 50. As the Plaintiff's use of the MARLEY ONE LOVE mark predates any use by the
14 Defendant of the CANE's ONE LOVE marks, the Plaintiff has priority of use over the
15 Defendant.

16 51. Without the consent of the Plaintiff or a license from the Plaintiff, the Defendant
17 is actively using the CANE's ONE LOVE marks in a manner that is confusingly similar
18 to the Plaintiff's use of the MARLEY ONE LOVE mark.
19

20 52. The CANE's ONE LOVE marks are similar in sound, appearance, and meaning to
21 Hope Road's MARLEY ONE LOVE mark.

22 53. The goods and services offered and sold by the Defendant under the CANE's
23 ONE LOVE marks are similar to the goods and services offered and sold by Hope Road
24 and its licensees under the MARLEY ONE LOVE mark and said goods and services are
25 sold in the same or similar channels of trade and commerce.
26

27 54. The CANE's ONE LOVE marks are confusingly similar to Hope Road's
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1 MARLEY ONE LOVE mark.

2 55. The Defendant's use in trade and commerce of the CANE's ONE LOVE marks is
3 likely to cause confusion or mistake and/or is likely to deceive consumers as to the origin
4 or source of the Defendant's goods.
5

6 56. As the direct and proximate result of the Defendant's infringement, the Plaintiff
7 has suffered, and will continue to suffer, monetary loss and irreparable injury to its
8 business, reputation, and good will unless the Defendant is restrained and enjoined from
9 continuing to use its conflicting marks.
10

11 **COUNT II**
(Unfair Competition- 15 U.S.C. § 1125(a))

12 57. The Plaintiff repeats and re-alleges each and every allegation contained in
13 paragraphs one (1) through fifty-six (56) and incorporates each herein by reference.
14

15 58. The Plaintiff's MARLEY ONE LOVE mark has become uniquely associated with
16 and has identified the Plaintiff as the source of goods and services, including but not
17 limited to, recordings, clothing, other merchandise, restaurant services and music-related
18 services.
19

20 59. The Defendant's use of the CANE's ONE LOVE marks in connection with
21 restaurant services, food sales and other general merchandise is a false designation of
22 origin which tends to falsely represent that the Defendant's goods and services are
23 supplied by, sponsored by or are otherwise affiliated with or sanctioned by the Plaintiff.
24

25 60. The Defendant's actions have been willful and deliberate and done with the full
26 knowledge of the Plaintiff's superior rights and priority of use in the MARLEY ONE
27 LOVE marks.
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1 61. As a result of Defendant's use of the CANE's ONE LOVE marks, consumers are
2 likely to be confused as to the source of the Defendant's goods and services and/or the
3 existence of a sponsorship by or affiliation of Defendant's goods and services with those
4 of the Plaintiff.

5 62. The Defendant's use of the CANE's ONE LOVE marks constitutes unfair
6 competition and unfair acts and practices.

8 63. The Plaintiff has no adequate remedy at law and is suffering and will continue to
9 suffer irreparable harm and damages as a result of the Defendant's acts, unless the
10 Defendant is enjoined and restrained from using the CANE's ONE LOVE marks.

11 **COUNT III**

12 (False Endorsement/False Association- 15 U.S.C. § 1125(a))

13 64. The Plaintiff repeats and re-alleges each and every allegation contained in
14 paragraphs one (1) through sixty-three (63) and incorporates each herein by reference.

16 65. The Plaintiff's MARLEY ONE LOVE mark has become uniquely associated with
17 and has identified the Plaintiff as the source of goods and services, including but not
18 limited to, recordings, clothing, other merchandise, and restaurant and music-related
19 services.

20 66. The Defendant's use of the CANE's ONE LOVE marks is likely to mislead
21 consumers to believe that there is an affiliation, sponsorship, endorsement, and/or
22 association between Hope Road and Raising Canes, when there is none.

24 67. Defendant's use of the CANE's ONE LOVE marks as alleged, constitutes a false
25 endorsement, false affiliation, false designation of origin, false representation and false
26 description of its goods and services in violation of Plaintiff's rights.

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1 68. The Plaintiff has no adequate remedy at law and is suffering and will continue to
2 suffer irreparable harm and damages as a result of the Defendant's acts, unless the
3 Defendant is enjoined and restrained from using the CANE's ONE LOVE marks.
4

5 **COUNT IV**
6 (Trademark Dilution- 15 U.S.C. § 1125)

7 69. The Plaintiff repeats and re-alleges each and every allegation contained in
8 paragraphs one (1) through sixty-eight (68) and incorporates each herein by reference.
9

10 70. The MARLEY ONE LOVE Mark is inherently distinctive and has acquired
11 secondary meaning by extensive, continuous, and substantially exclusive use by Hope
12 Road.

13 71. The Plaintiff's MARLEY ONE LOVE mark is famous as it derives from Bob
14 Marley's musical legacy and the release of his "One Love" song in 1977.

15 72. Upon information and belief, the Defendant began to use the CANE's ONE
16 LOVE marks, after the MARLEY ONE LOVE mark became famous.

17 73. The Defendant's applications and registrations for the CANE's ONE LOVE
18 marks were filed and issued after Hope Road and its predecessors had already been using
19 the MARLEY ONE LOVE mark in commerce.

20 74. The Defendant's use of its CANE's ONE LOVE marks is causing dilution of the
21 Plaintiff's MARLEY ONE LOVE mark.

22 75. The CANE's ONE LOVE marks are commercial and are used in commerce by the
23 Defendant in connection with its chicken finger restaurants.

24 76. As the direct and proximate result of the Defendant's dilution of the Plaintiff's
25 MARLEY ONE LOVE marks, the Plaintiff has suffered, and will continue to suffer,
26

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1 monetary loss and irreparable injury to its business, reputation, and good will.

2 **COUNT V**

3 (Cancellation of the Raising Cane's Marks- 15 U.S.C. § 1119)

4 77. The Plaintiff repeats and re-alleges each and every allegation contained in
5 paragraphs one (1) through seventy-six (76) and incorporates each herein by reference.

6 78. Hope Road's use of the MARLEY ONE LOVE mark predates any use by the
7 Defendant of the CANE's ONE LOVE marks.

8 79. Hope Road's use of the MARLEY ONE LOVE mark predates the Defendant's
9 applications and registrations for the CANE's ONE LOVE marks which state a date of
10 first use of 2001.

12 80. The Defendant's registrations for the CANE's ONE LOVE marks are for
13 "restaurant services" while its application for the mark "1LV" is for both restaurant
14 services and for other clothing and general merchandise.

16 81. Hope Road has licensed the MARLEY ONE LOVE mark for restaurant services
17 since as early as 1999 and has used the MARLEY ONE LOVE mark on clothing and
18 other merchandise since as early as 1991.

19 82. The Defendant's CANE ONE LOVE marks are confusingly similar to the
20 MARLEY ONE LOVE Mark and are causing a likelihood of confusion, mistake or
21 deception as to the source, association, origin, affiliation, endorsement, or sponsorship by
22 Hope Road of the Defendant's goods and services, when there is none.

24 83. The Defendant's marks and its registrations for same are improperly and
25 unlawfully inhibiting the Plaintiff from obtaining registrations for categories of goods and
26 services for Hope Road's MARLEY ONE LOVE mark.

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1 84. The continued existence of the CANE's ONE LOVE marks casts a cloud upon
2 Hope Road's right to continue to use and to expand the use of its MARLEY ONE LOVE
3 mark, warranting the cancellation of the Defendant's marks and application seeking to
4 register the mark "1LV."
5

6 85. The Plaintiff has suffered, and will continue to suffer, monetary loss and
7 irreparable injury to its business, reputation, and good will unless and until the CANE's
8 ONE LOVE marks are cancelled.

9 **COUNT VI**
10 (Common Law Trade Mark Infringement)

11 86. The Plaintiff repeats and re-alleges each and every allegation contained in
12 paragraphs one (1) through eighty-five (85) and incorporates each herein by reference.

13 87. The Plaintiff's use of the MARLEY ONE LOVE mark has been sufficiently
14 extensive so that members of the public, on seeing the Defendant's use of the CANE's
15 ONE LOVE marks, are actually being deceived or confused and others will likely be
16 deceived or confused and believe that Defendant's goods and services have their origins
17 with Plaintiff or are sponsored by or affiliated with Plaintiff.

18 88. The Plaintiff has no adequate remedy at law and is suffering, and will continue to
19 suffer irreparable harm and damages as a result of the Defendant's acts, unless the
20 Defendant is enjoined and restrained from using the CANE's ONE LOVE marks.

21 89. The wrongful acts of the Defendant set forth above have caused the Plaintiff to
22 suffer and will continue to cause the Plaintiff to suffer damages in an amount to be
23 determined by the Trier of fact.
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COUNT VII

(Intentional Interference with Advantageous Business Relations)

90. The Plaintiff repeats and re-alleges each and every allegation contained in paragraphs one (1) through eighty-nine (89) and incorporates each herein by reference.

91. The Plaintiff has entered into and licensed parties to utilize the MARLEY ONE LOVE marks and offer goods and services to the consuming public throughout the United States from which Plaintiff derives economic benefit relative to the authorized use of the MARLEY ONE LOVE mark in connection with the marketing and sale of goods and services.

92. The Defendant is aware of the Plaintiff's advantageous business relationships that it maintains and the economic benefit that Hope Road derives therefrom as a result of its use of the MARLEY ONE LOVE mark.

93. The Defendant has intentionally, willfully, and/or maliciously interfered with the Plaintiff's business relationships by using and registering the CANE's ONE LOVE marks in order to cause confusion as to the source of the Defendant's goods and services and to further mislead consumers to believe that there is an affiliation, sponsorship, endorsement, and/or association between Hope Road and Raising Cane's, when there is none.

94. As the direct and proximate result of the Defendant's interference with the Plaintiff's advantageous business relationships, the Plaintiff has suffered and will continue to suffer damages.

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PRAYERS FOR RELIEF

WHEREFORE, the Plaintiff demands relief as follows:

- A. That after a hearing on the merits, the Court issue an order permanently enjoining the Defendant from utilizing the CANE's ONE LOVE marks and any confusing similar variation thereof and from advertising, marketing, distributing and selling and/or in any manner utilizing the CANE's ONE LOVE marks on any goods or services and enjoin the Defendant from any other actions of infringement of the Plaintiff's rights;
- B. Under Count I that the Court determine and declare that:
 - 1) the Defendant's use of the CANE's ONE LOVE marks is a reproduction, copying, counterfeiting, infringement of and/or colorable imitation of the Plaintiff's trademark rights;
 - 2) the Defendant's use of the CANE's ONE LOVE marks is likely to cause confusion or mistake and/or is likely to deceive consumers as to the origin or source of the Defendant's goods; and
 - 3) the Defendant willfully and deliberately infringed the Plaintiff's trademarks and rights.
- C. Under Count II that the Court determine and declare that:
 - 1) the Defendant willfully and deliberately engaged in unfair competition by using the CANE's ONE LOVE marks so as to infringe upon the Plaintiff's rights;

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2) the use by the Defendant was a false designation of origin which tended to falsely represent that the Defendant's goods were supplied by, sponsored by or were otherwise affiliated with the Plaintiff;

- D. Under Count II that the Court determine and declare that the Defendant illegally misappropriated and engaged in unfair competition and falsely misled the public by using the CANE's ONE LOVE marks in advertisements, menus, websites, merchandise and other medium related to the promotion and sale of the Defendant's goods and services;
- E. Under Count III that the Court determine and declare that the Defendant's use of the CANE's ONE LOVE marks in connection with the promotion and sale of the Defendant's goods and services is likely to mislead consumers to believe that there is an affiliation, sponsorship, endorsement, and/or association between the Plaintiff and the Defendant in relation to their goods and services;
- F. Under Count IV that the Court determine and declare that the CANE's ONE LOVE marks are causing a dilution of the MARLEY ONE LOVE mark;
- G. Under Count V that the Court determine and declare that the Plaintiff has priority of use in the MARLEY ONE LOVE Mark over the CANE's ONE LOVE marks and that the CANE's ONE LOVE marks are so confusingly similar to the MARLEY ONE LOVE mark as to warrant cancellation of the registrations (and any applications) of the CANE's ONE LOVE marks;

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1 H. Under Count VI that the Court determine and declare that the Defendant's
2 use of the CANE's ONE LOVE marks was unauthorized and are so
3 similar to the Plaintiff's MARLEY ONE LOVE mark as to cause
4 confusion as to the source and origin of the Defendant's goods and
5 services and has damaged the Plaintiff's goodwill and business reputation;

6 I. Under Count VII that the Court determine and declare that the Defendant's
7 use of the CANE's ONE LOVE marks has intentionally and unlawfully
8 interfered with the Plaintiff's business relationships;

9 J. That Judgment issue against the Defendant under Counts I, II, III, IV, VI &
10 VII in an amount to be determined by the Trier of fact, together with
11 interest and costs;

12 K. That Judgment issue under Count V cancelling the registrations (and
13 application for) the CANE's ONE LOVE marks;

14 L. That Plaintiff be awarded damages for the injury to the Plaintiff's
15 reputation, good will and false designation of origin, and false association
16 and false endorsement in an amount up to three times the actual damage
17 and/or profit of the Defendant together with attorney's fees and costs of
18 this action pursuant to 15 U.S.C. § 1117;

19 M. That the Plaintiff be awarded its reasonable attorney's fees and costs as
20 provided by the statute;

21 N. That the Plaintiff be awarded Defendant's profits from its unlawful acts
22 and that an accounting be rendered of such profit; and

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O. That the Plaintiff be awarded such other and further relief as this Court deems just and equitable.

Respectfully submitted,
The Plaintiff,
Fifty-Six Hope Road Music, Ltd.
By His attorneys,

/s/ Timothy J. Ervin

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Date: December 6, 2013

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